

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
BAIRD & WARNER)
)
 v) No. 12-0275
)
ILLINOIS BELL TELEPHONE COMPANY)
)
Complaint as to billing/charges)
in Chicago, Illinois.)

Chicago, Illinois
May 24, 2012

Met pursuant to notice at 1:30 p.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES:

MS. VICKI H. KLAVINS
120 South LaSalle Street, Suite 2000
Chicago, Illinois 60603
appeared for Complainant;

MR. JAMES HUTTENHOWER
225 West Randolph Street, Suite 25D
Chicago, Illinois 60606
appeared for Respondent.

SULLIVAN REPORTING COMPANY, by
Teresann B. Giorgi, CSR

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I N D E X

<u>Witnesses:</u>	<u>Dir.</u>	<u>Crx.</u>	<u>Re-</u> <u>dir.</u>	<u>Re-</u> <u>crx.</u>	<u>By</u> <u>Examiner</u>
NONE					

E X H I B I T S

<u>APPLICANT'S</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
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1 JUDGE RILEY: Pursuant to the direction
2 of the Illinois Commerce Commission, I call
3 Docket 12-0275. This is a complaint by
4 Baird & Warner versus Illinois Bell Telephone
5 Company as to billing and charges in Chicago,
6 Illinois.

7 And as counsel for Baird & Warner,
8 would you enter an appearance for the record,
9 stating your name and business address, please.

10 MS. KLAVINS: Vicki Klavins, 120 South LaSalle
11 Street, Suite 2000, Chicago, 60603.

12 JUDGE RILEY: Thank you.

13 And for Illinois Bell?

14 MR. HUTTENHOWER: James Huttenhower,
15 H-u-t-t-e-n-h-o-w-e-r, 225 West Randolph,
16 Suite 25D, Chicago, Illinois 60606.

17 JUDGE RILEY: Thank you.

18 And according to the complaint the
19 Utility -- Illinois Bell is still trying to collect
20 upwards of \$21,000 from an entity called Hamilton
21 Court without providing a clear reconciliation of
22 the billings.

1 Counsel, can you fill me in as to what
2 does that mean?

3 MS. KLAVINS: First, I'd like to clarify, I'm
4 not counsel.

5 JUDGE RILEY: Oh, I'm sorry.

6 MS. KLAVINS: I'm the vice-president and
7 controller for Baird & Warner.

8 JUDGE RILEY: Baird & Warner is not --

9 MS. KLAVINS: We do not have in-house counsel
10 and this doesn't justify hiring outside counsel.

11 JUDGE RILEY: Okay. Is Baird & Warner a
12 corporation?

13 MS. KLAVINS: Yes.

14 JUDGE RILEY: There might be some issue as to
15 whether or not --

16 MR. HUTTENHOWER: Well, I guess the confusion I
17 had was who the complainant was because it might be
18 Baird & Warner, it might be Hamilton Court, it might
19 be both --

20 MS. KLAVINS: Both.

21 MR. HUTTENHOWER: -- and I -- don't hold me to
22 this, but it seemed to me that if you are an

1 employee of -- if Ms. Klavins were an employee of
2 Baird & Warner she might be able to come in here and
3 speak to Baird & Warner situation, but without
4 really understanding the relationship between
5 Baird & Warner and Hamilton Court, I was not sure
6 whether -- since Hamilton Court is a separate legal
7 entity, whether a non-employee of that entity could
8 come in here saying, I'm representing Hamilton
9 Court.

10 MS. KLAVINS: I can explain the relationship.

11 JUDGE RILEY: Go ahead.

12 MS. KLAVINS: Hamilton Court is an apartment
13 complex so it's an LLC that owns the apartment
14 complex of which Baird & Warner was the majority
15 shareholder. They were a shareholder in Hamilton
16 Court, LLC, like 80 percent ownership.

17 JUDGE RILEY: All right.

18 MS. KLAVINS: And for a time Baird & Warner
19 managed that property for Hamilton Court. And
20 that's why -- at that time we had -- both Hamilton
21 Court and Baird & Warner billings were converged
22 together. Since we were doing the accounting

1 functions for both companies that was happening.

2 JUDGE RILEY: All right.

3 MS. KLAVINS: This whole issue started at the
4 time when we gave up management of that property,
5 gave it to a management company, and we had to,
6 like, you know, break apart the two accounts.

7 JUDGE RILEY: All right. Now, did you
8 relinquish ownership?

9 MS. KLAVINS: No.

10 JUDGE RILEY: Okay. So Baird & Warner still is
11 80 percent owner of the LLC.

12 MS. KLAVINS: Yes.

13 JUDGE RILEY: The only thing is, I noted that
14 all the billings that were submitted with the
15 application -- with the complaint, up to the one
16 dated -- it's a monthly statement covering
17 December 26th to January 25, 2010, current charges
18 due in full by February 18, 2010. Hamilton Court
19 and Baird & Warner names both appear on the bill.
20 And after that it just appeared as Baird & Warner,
21 accounts payable.

22 MS. KLAVINS: Uh-hum.

1 JUDGE RILEY: Now, is there anyone who is going
2 to separately represent the interest of Hamilton
3 Court then?

4 MS. KLAVINS: There really is nobody except me.

5 JUDGE RILEY: There is no --

6 MS. KLAVINS: That apartment complex is the only
7 holding of that company. And that apartment complex
8 was sold last year.

9 Hamilton Court, LLC, still exists, but
10 it's getting -- after -- I would say in the next
11 three months it's going to be dissolved. We sold
12 the property and the partnership is being dissolved.
13 So there's really no employees of Hamilton Court
14 left. It just has the shareholders.

15 JUDGE RILEY: But there is still an outstanding
16 dispute with regard to \$9,641.

17 MS. KLAVINS: Yes.

18 Which I am the one responsible for
19 paying the left-over bills that are still remaining
20 for Hamilton Court.

21 JUDGE RILEY: You, personally, or --

22 MS. KLAVINS: Well, not personally, but

1 Baird & Warner.

2 JUDGE RILEY: All right. And what did you say
3 your position is with Baird & Warner?

4 MS. KLAVINS: I'm the controller.

5 JUDGE RILEY: Mr. Huttenhower, does any of this
6 help at all?

7 MR. HUTTENHOWER: I'm not sure.

8 The one thing again I wasn't -- not
9 knowing exactly -- I eventually figured out that
10 management of Hamilton Court got transferred to a
11 Habitat company.

12 MS. KLAVINS: Correct.

13 MR. HUTTENHOWER: And what I wasn't sure,
14 though, was whether -- let me start that over.

15 Judge, part of the issue was that, and
16 I may get this backwards, payments that Hamilton
17 Court were making ended up getting applied to -- let
18 me start over again.

19 There are two related accounts here,
20 one in the name of Baird & Warner and one in the
21 name of Hamilton Court. And the problem began
22 when -- because they had very similar account

1 numbers, that payments that one of them was making
2 got applied to the account of the other. And my
3 company, in its efforts to sort of rectify that
4 move, moved the misapplied payments to the place
5 they were supposed to go, I'll say tripped over its
6 feet several times, and created a situation where
7 both customers were sort of confused about what was
8 going on.

9 But then I wasn't -- what I was
10 working up to, I wasn't sure whether this was a
11 situation where in some sense, like say, Habitat was
12 paying the Hamilton Court bill, so it was Habitat's
13 money that was going the wrong way or whether it was
14 just Baird & Warner was writing both checks.

15 MS. KLAVINS: No.

16 After we transferred ownership to
17 Habitat -- not ownership, but management -- they
18 were sending their own payments in for Hamilton
19 Court and their own payments for Baird & Warner.

20 What happened is, Hamilton Court's
21 payments were getting applied to Baird & Warner.
22 Billy Haughton (phonetic), who is our

1 telecommunications consultant, contacted AT&T in
2 late 2009 or early 2010, and said, You need to move
3 \$12,274.47, whatever it is, of the credits from
4 Baird & Warner to Hamilton Court. They did that,
5 but they did it twice.

6 MR. HUTTENHOWER: Yes.

7 MS. KLAVINS: You can see, February 2010,
8 March 2010, you see a charge for 12,000 on Hamilton
9 Court and a credit -- I mean, charge on Baird &
10 Warner for 12,000 and a credit to Hamilton Court.
11 If it would have stopped there, it would have all
12 been good. But then they did it again. There's an
13 additional charge on Baird & Warner and an
14 additional credit on Hamilton Court.

15 Then if you look in one of the
16 attachments -- you can see there's a lot of credits
17 and charges going back and forth, taking a credit
18 from here, putting it to there and back and forth.

19 In October 2011, it looks like AT&T
20 tried to rectify the fact that they did that twice,
21 so they put a charge back on Hamilton Court, but
22 they didn't give the credit to Baird & Warner. And

1 that's, basically, what the issue is.

2 You can see all these ins and outs,
3 ins and outs.

4 JUDGE RILEY: Are you saying if they take that
5 second credit that was given to Hamilton Court and
6 put it back to AT&T, would that resolve the matter?

7 MS. KLAVINS: Back to Baird & Warner.

8 JUDGE RILEY: Back to Baird & Warner, excuse me.

9 MS. KLAVINS: Yeah.

10 Like I said, this one shows all the
11 adjustments they made balance out to zero. But the
12 one in October '11, there's no credits that's gone
13 anywhere. I don't know where it went.

14 JUDGE RILEY: So that's where the imbalance
15 comes in.

16 MS. KLAVINS: Yes.

17 JUDGE RILEY: And it's the reconciliation you're
18 talking about.

19 MS. KLAVINS: Yeah. I tried to go through and
20 look at every single bill with our payment and try
21 to apply it and I couldn't reconcile what AT&T was
22 applying to the account, where they got the amount

1 from because I have a check here that's payable to
2 AT&T for this account and it doesn't match what they
3 applied. I mean, it's completely impossible.

4 JUDGE RILEY: So there's no dispute here as to
5 the actual sums of money involved.

6 MS. KLAVINS: No.

7 JUDGE RILEY: Okay. It's just the application.

8 MS. KLAVINS: Yes. It's the \$12,247 that was
9 charged to Hamilton Court which we should have seen
10 a similar credit then to Baird & Warner, and we
11 didn't see it.

12 So part of my issue is because we're
13 trying to dissolve Hamilton Court, I have to get
14 this issued resolved because, you know, we have to
15 do a final distribution to the shareholders, does
16 Hamilton Court really owe this money or does
17 Baird & Warner, do they owe it to Baird & Warner or
18 does Baird & Warner owe it to AT&T, I mean it's --

19 JUDGE RILEY: I should warn you, that this is
20 not necessarily an expeditious process.

21 MR. HUTTENHOWER: I'm not, you know, in broad
22 terms disagreeing with what you outlined. I guess

1 the question I was -- sort of a clarification I was
2 going for was whether -- some of these Hamilton
3 Court's checks were written by Habitat or whether
4 they --

5 MS. KLAVINS: No. They're written by Hamilton
6 Court. It's just Habitat is a management company
7 that they write checks out of the Hamilton Court
8 account. It's Hamilton Court's money and they just
9 manage the property.

10 JUDGE RILEY: They just handle it.

11 MS. KLAVINS: Yeah. Yeah.

12 MR. HUTTENHOWER: Okay. I wasn't sure if there
13 was yet somebody else --

14 MS. KLAVINS: No.

15 MR. HUTTENHOWER: -- we might have to worry
16 about.

17 MS. KLAVINS: No.

18 JUDGE RILEY: Does it sound like just a
19 bookkeeping matter?

20 MS. KLAVINS: Yeah.

21 MR. HUTTENHOWER: I'm, again -- from the
22 clarification perspective it was sort of like --

1 looking at your complaint, I read it and I said,
2 Is all Baird & Warner wants is for somebody to sit
3 down in a room with them and say, This is what we
4 did? And, you know, presumably that would lead, you
5 know, to the meeting of the minds one way or the
6 other.

7 And, I guess, Ms. Klavins, if that's
8 what you guys want or --

9 MS. KLAVINS: What I want to see is, when they
10 charged -- they reversed one of those charges in
11 October 2011, where's the offsetting credit, where
12 did it go? Didn't come to our account, which it
13 should have.

14 I mean, I'm accountant, so it's a
15 debit, I need to see the credit.

16 MR. HUTTENHOWER: All right. I spent some time
17 before I came over looking just at the Hamilton
18 Court bills as opposed to the Baird & Warner bills,
19 so I sort of understand why they -- you know,
20 things coming into and out of, but I didn't then
21 match it to the corresponding Baird & Warner bills.

22 MS. KLAVINS: I mean, I have an email from AT&T

1 that they admitted that they did the adjustment
2 twice or they did it incorrectly, but -- and it
3 looks like they tried to correct it, but I don't
4 know -- I just don't know where the other side of
5 that money went, because it should have gone to
6 Baird & Warner.

7 JUDGE RILEY: This is just an attempt to balance
8 the books --

9 MS. KLAVINS: Yeah.

10 JUDGE RILEY: -- is what it amounts to.

11 MS. KLAVINS: And I tried, but it's completely
12 impossible. I mean, there's all of a sudden these
13 credits applying on our bills. I don't know where
14 they came from. There's charges that aren't
15 delineated. They're taking our payments and
16 applying to Hamilton Court. They're taking Hamilton
17 Court's and applying to Baird & Warner. It's like
18 for two and a half years.

19 JUDGE RILEY: What's AT&T position? Can they
20 work this out with Baird & Warner to figure out
21 where the credits --

22 MR. HUTTENHOWER: It seems like the sort of

1 thing that should be resolvable. I think I
2 talked -- I don't know whether you actually talked
3 to the people in the collections group --

4 MS. KLAVINS: No.

5 MR. HUTTENHOWER: -- they had felt that they had
6 provided an explanation, but obviously it didn't
7 convince you. I don't feel equipped today to try
8 and, you know -- because I didn't do both sides
9 of -- as I said, I was only looking at the Hamilton
10 Court bills this morning, not the Baird & Warner
11 bills. And I can match up what my clients told me
12 what I saw on the Hamilton Court bills, but I need
13 to go back and look at the other side.

14 JUDGE RILEY: Would it be easier -- is there any
15 chance that one accountant could sit down with
16 another accountant from AT&T and -- you know, with
17 your oversight, and -- that's just a suggestion.

18 MR. HUTTENHOWER: I mean, given the way we --
19 it's like the people I've been dealing with is in
20 Minnesota --

21 JUDGE RILEY: Okay.

22 MR. HUTTENHOWER: -- but I'm not saying that

1 it's impossible to get somebody here, it's just --
2 they were not enthusiastic when I raised this
3 possibility with them.

4 JUDGE RILEY: Okay.

5 MS. KLAVINS: Basically, it comes down to a
6 simple question of that, this is a schedule that
7 AT&T provided to Hamilton Court, even though it says
8 Baird & Warner on it, it's --

9 MR. HUTTENHOWER: Yeah.

10 MS. KLAVINS: When they put this charge on
11 Hamilton Court's account for October '11, for
12 \$12,247, where did that come from and where is the
13 other side of it? I know it's to reverse this, but
14 it's -- all of this is just a back and forth. If
15 this is going to Hamilton Court, I need to see a
16 credit to Baird & Warner.

17 JUDGE RILEY: That's what's missing then.

18 MS. KLAVINS: Yeah.

19 MR. HUTTENHOWER: So if -- and I'm speaking
20 hypothetically, if I said, Here's the, you know,
21 November 2011, bill for the Baird & Warner account
22 which shows a credit of X that includes the 12,000,

1 that would probably get it --

2 MS. KLAVINS: I would probably, but I would have
3 to consult with our telecom consultant because he's
4 the one who's been embedded in this for three years.
5 So if we, for some reason, got a credit 25,000, I
6 don't know what for, and you're just going to want
7 me to assume that that includes the 12,000, I would
8 assume we would want to see a breakdown. You know,
9 if the credit is not exactly 12,000, that can
10 convince me that if it's 15,000 that it's really
11 this and something else. I have to know what the
12 credits are for. I can guarantee it you're not
13 going to see any credits on our bill because we
14 haven't seen it.

15 MR. HUTTENHOWER: As I said, I had only done the
16 Hamilton Court side this morning.

17 JUDGE RILEY: It seems to me at this point that
18 the parties are going to need more time. I don't
19 see any need at this point that we would have to go
20 to a hearing on this. I think it can be resolved.

21 MS. KLAVINS: We just had to file this because
22 the collections department was getting -- they were

1 going to disassemble our account, they were going to
2 do this and -- I mean, you know, cut off our phone
3 service, they were going to do all kinds of stuff.
4 I've got to do something, you know. I'm not going
5 to just write a check for 12,000.

6 MR. HUTTENHOWER: And as a point of
7 clarification, at a certain point during this
8 process, the two related accounts were split off so
9 that Hamilton Court I think has its own account that
10 somebody else is worrying about, but -- I don't know
11 if you're worrying about it, but not as part of
12 this --

13 MS. KLAVINS: No, I am. That is part of this.

14 MR. HUTTENHOWER: Well, because all we've been
15 doing with -- all the bills that have been issued to
16 Hamilton Court since whenever -- whenever the two
17 accounts were split --

18 MS. KLAVINS: Well, I guess what I'm concerned
19 about is --

20 MR. HUTTENHOWER: It's not new charges --

21 MS. KLAVINS: You're right.

22 MR. HUTTENHOWER: -- it's all --

1 MS. KLAVINS: So it's the old Hamilton Court
2 account that was under the Baird & Warner --

3 MR. HUTTENHOWER: Yeah.

4 MS. KLAVINS: -- it's basically this account
5 (indicating).

6 MR. HUTTENHOWER: That one can't be disconnected
7 because it's final already.

8 MS. KLAVINS: I didn't want this somehow -- I
9 mean, if they've been meshing together the whole
10 time, I don't want them to start cutting us Baird &
11 Warner --

12 MR. HUTTENHOWER: I mean, I am -- Judge, at the
13 time I got the complaint I contacted Collections and
14 said, Are you guys doing anything to these accounts?
15 And I was told that they weren't. So I guess if
16 Ms. Klavins could tell me whether they've been
17 getting collections stuff in the last month or so,
18 because I would like to think they listen to me when
19 I said -- told them to stop.

20 MS. KLAVINS: Well, I mean, we have emails from
21 one of their collections that says, Please be
22 advised that because the charges are tied into this

1 convergent account, the account will be disassembled
2 if not cared for in a timely fashion.

3 MR. HUTTENHOWER: Was that from a person or --

4 MS. KLAVINS: From a person.

5 MR. HUTTENHOWER: What person?

6 MS. KLAVINS: Brad Matrios (phonetic).

7 MR. HUTTENHOWER: Oh, because he's the one who
8 told me we weren't taking any action. Okay.

9 MS. KLAVINS: You know, I don't know what means,
10 what it just says, because it's tied to a convergent
11 account the account will be disassembled. I'm not
12 sure what that means, but I didn't want to take the
13 chance that it meant if --

14 JUDGE RILEY: A disconnection.

15 MS. KLAVINS: Yeah.

16 MR. HUTTENHOWER: And, Judge, just --
17 Ms. Klavins may be able to explain this better than
18 I can, but what a "converged" account is is if a
19 company has a bunch of locations, they would just
20 prefer to have a central place --

21 MS. KLAVINS: Right.

22 MR. HUTTENHOWER: -- to get a bill that says,

1 you know, you owe X --

2 MS. KLAVINS: Right. And that's how ours --

3 JUDGE RILEY: For all the locations.

4 MR. HUTTENHOWER: Yes.

5 MS. KLAVINS: Right.

6 That's why I wasn't sure -- because
7 this bill -- this old Hamilton Court issue is tied
8 to our still existing Baird & Warner converged
9 account, like I said, I didn't want to take a chance
10 a branch office would be without phone service.

11 MR. HUTTENHOWER: I'll check with Brad on that.

12 JUDGE RILEY: So you have a number of things to
13 check on anyway.

14 MR. HUTTENHOWER: Right.

15 I guess what I would suggest, Judge,
16 is give us -- set this out for a couple of weeks to
17 see what I can find out. It maybe if -- you know,
18 if I could set up some sort of meeting, telephonic
19 or otherwise, and, you know, answer the question,
20 you know, where's that \$12,000, where did it go --

21 MS. KLAVINS: Especially if I could have Billy,
22 our consultant, on the phone, since, as I said, he's

1 been involved in this for three years and he knows
2 more about it than I do.

3 MR. HUTTENHOWER: I think there is sort of
4 two -- I'm not saying I don't want to try and work
5 this out, but there are sort of two issues glooming
6 in the background. If we were unable to work it out
7 and we had to go to hearing, one of which is exactly
8 what -- are they asking for relief that the
9 Commission could provide. If the relief is, Explain
10 our bills to us, I'm not sure, we'd like to think we
11 can do that. But whether that's something the
12 Commission had authority to do.

13 The second point would be, you know,
14 would we need to sort out if anybody else needs to
15 be here for Hamilton Court, you know. Just because
16 I know it's a separate legal entity than Baird &
17 Warner --

18 JUDGE RILEY: Right.

19 MR. HUTTENHOWER: -- and under the Commission's
20 rules, I think as an employee of Baird & Warner you
21 can come in and say, I'm here to talk about Baird &
22 Warner, but I don't think you can come in for --

1 even though it's a related entity -- for a company
2 that you're not employed by.

3 MS. KLAVINS: Doesn't have any employees.

4 JUDGE RILEY: You're saying it has no personnel
5 at all?

6 MS. KLAVINS: No.

7 JUDGE RILEY: Has no legal counsel, no nothing?

8 MS. KLAVINS: Well, no in-house counsel. We've
9 got our outside counsel.

10 JUDGE RILEY: Right.

11 But I'm talking about Hamilton Court,
12 the LLC.

13 MS. KLAVINS: Yeah.

14 Right now, like I said, there's
15 nothing left. We sold the property. We're trying
16 to dissolve the LLC.

17 MR. HUTTENHOWER: Maybe you don't know this or
18 you don't need to answer it, Ms. Klavins, but -- I
19 understand how you're trying to get everything
20 wrapped up. I mean, is there -- and that presumably
21 would sort of impose some time frame on how we would
22 be proceeding and whether it's known or public when

1 you hope to have this all finished for --

2 MS. KLAVINS: Well, basically, what it -- after
3 I looked at this more, I think what it comes down to
4 is -- Hamilton Court does owe the 9,000. So I think
5 I can get Hamilton Court resolved in -- you know, we
6 won't hold anything up on dissolving that.

7 The issue is it's going to just come
8 down to Baird & Warner. It's tied to Hamilton Court
9 because you charged Hamilton Court 12,000, but we
10 need to see the credit on Baird & Warner.
11 Baird & Warner is looking for the relief, but it's
12 related to what they charged to Hamilton Court.

13 MR. HUTTENHOWER: Yeah.

14 So I guess, Judge, if you want to give
15 us three weeks, four weeks?

16 JUDGE RILEY: Why don't we give it a month.

17 We're at the 24th right now. I'm
18 available June 26th, that's a Tuesday.

19 MR. HUTTENHOWER: That's fine by me.

20 JUDGE RILEY: That's 33 days.

21 MS. KLAVINS: That's fine.

22 JUDGE RILEY: Is 10:00 a.m. good for everyone?

1 MR. HUTTENHOWER: It doesn't matter to me.

2 MS. KLAVINS: It doesn't matter to me.

3 JUDGE RILEY: All right. We generally do these

4 things at 10:00 a.m.

5 I'll set that for another status and

6 we'll see --

7 MR. HUTTENHOWER: And I assume, Judge, you

8 wouldn't mind -- in fact, you'd probably be

9 delighted, if we were able to work things out in the

10 meantime and just send you an email saying --

11 MS. KLAVINS: We're done.

12 JUDGE RILEY: What I like, though, would be a

13 stipulation and motion to dismiss.

14 MR. HUTTENHOWER: Yeah.

15 JUDGE RILEY: But, absolutely, yeah, if you can

16 work this out, that's all you have to do. Because I

17 don't think -- it's not as complicated as I

18 originally thought, at least from my understanding

19 right now.

20 MS. KLAVINS: It's not complicated --

21 JUDGE RILEY: I'm not talking about the

22 accounting functions either, but --

1 MS. KLAVINS: I mean, it's a simple issue. I
2 just need to see the one -- the other side of the
3 entry.

4 JUDGE RILEY: You need to see if there's a
5 debit, there's got to be a credit.

6 MS. KLAVINS: Right.

7 JUDGE RILEY: All right. Let's leave it at
8 that. We'll revisit this on June 26 at 10:00 a.m.
9 and we'll see where we are at that time.

10 MS. KLAVINS: All right.

11 JUDGE RILEY: Thank you.

12 MS. KLAVINS: Thank you.

13 (Whereupon, the above-entitled
14 matter was continued to
15 June 26, 2012, at 10:00 a.m.)

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